

**After Recording Return To:**  
**Mortgage Services**  
**PO Box 5449**  
**Mount Laurel, NJ 08054**  
**Return to Phone: 877-766-8244**

**This Document Prepared By:**  
**PHH Mortgage Corporation**  
**PO Box 5449**  
**Mount Laurel, NJ 08054**  
**Keith Goldin, Specialist**

**Parcel ID Number:**  
**5328890940000001008001**

**Current UPB: \$129,691.47**  
**New UPB: \$197,361.09**  
**New Money: \$67,669.62**

**Section: \_\_\_\_\_, Block: \_\_\_\_\_,  
Lot: \_\_\_\_\_**

[Space Above This Line For Recording Data] \_\_\_\_\_  
**Original Recording Date: September 17, 2007** \_\_\_\_\_ **Loan No: 2019634845**  
**Original Loan Amount: \$155,500.00** \_\_\_\_\_ **Investor Loan No: 475354265**  
**Original Lender Name: HSBC MORTGAGE**  
**CORPORATION (USA)**  
**New Money: \$67,669.62**

**Prepared Date: April 07, 2014**

**LOAN MODIFICATION AGREEMENT**  
**(To a Fixed Interest Rate)**

**This property is or will be improved by a one or two family dwelling only.**

This Loan Modification Agreement (the "Agreement"), made and effective this 7th day of April, 2014, between MARY E DUDLA, whose mailing address is 34 WERNER, CLIFTON PARK, NY 12065 ("Borrower") and HSBC Bank USA, N.A., whose address is 95 WASHINGTON STREET, BUFFALO, NY 14203 ("Lender"), modifies and amends certain terms of Borrower's indebtedness evidenced by (1)

MULTISTATE LOAN MODIFICATION AGREEMENT (To a Fixed Interest Rate)—Single Family—Freddie Mac  
UNIFORM INSTRUMENT

Form 5161

**Loan No: 2019634845**  
8305 01/14

3/04 (page 1 of 5)

the Note (the "Note") to Lender dated August 24, 2007, in the original principal sum of U.S. \$155,500.00 and secured by (2) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Rider(s), if any, dated the same date as the Note and recorded in Book/Liber 2440, Page 234, Instrument No: 2007-00040894, of the Official Records (Name of Records) of Washington County, NY (County and State, or other Jurisdiction). The Security Instrument covers the real and personal property described in the Security Instrument and defined as the "Property", located at

**106 KELSEY POND LANE, FORT ANN, NY 12827,**  
(Property Address)

the real property described being set forth as follows:

See Exhibit "A" attached hereto and made a part hereof;

Assignment from Mortgage Electronic Registration Systems, INC as Nominee for HSBC Mortgage Corporation (USA) to HSBC Mortgage Corporation (USA) recorded 6/27/2011 bk R 2988 pg 173 instrument 2011-00070285; Assignment from HSBC Mortgage Corporation (USA) to HSBC Bank USA, N.A. recorded 3/21/2012 bk R 3083 pg 266 instrument 2012-00075526

In consideration of the mutual promises and agreements exchanged, Lender and Borrower agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

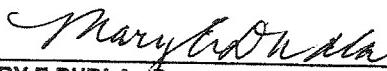
1. Current Balance. As of April 1, 2014, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$197,361.09.
2. Interest Rate. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 6.625%, beginning April 1, 2014, both before and after any default described in the Note. The yearly rate of 6.625% will remain in effect until principal and interest is paid in full.
3. Monthly Payments and Maturity Date. Borrower promises to make monthly payments of principal and interest of U.S. \$1,173.08, beginning on the 1st day of May, 2014, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on April 1, 2054 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification Agreement, Borrower will pay these amounts in full on the Maturity Date.
4. Place of Payment. Borrower must make the monthly payments at PO Box 5457, Palatine, IL 60055-0112 or such other place as Lender may require.
5. Partial Payments. Borrower may make a full prepayment or partial prepayments without paying any prepayment charge. Lender will use the prepayments to reduce the amount of principal that Borrower owes under the Note. However, Lender may apply the Prepayment to the accrued and

unpaid interest on the prepayment amount before applying the prepayment to reduce the principal amount of the Note. If Borrower makes a partial prepayment, there will be no changes in the due dates or the amount of the monthly payments unless Lender agrees in writing to those changes.

6. **Property Transfer.** If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.  
  
If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 of the Security Instrument, within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.
7. **Compliance with Covenants.** Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument.
8. This Agreement modifies an obligation secured by an existing security instrument recorded in Washington County, NY, upon which all recordation taxes have been paid. As of the date of this agreement, the unpaid principal balance of the original obligation secured by the existing security instrument is \$129,691.47. The principal balance secured by the existing security instrument as a result of this Agreement is \$197,361.09, which amount represents the excess of the unpaid principal balance of this original obligation.

Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except where otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

In Witness Whereof, the Lender and I have executed this Agreement.

  
MARY E DUDLA Borrower \_\_\_\_\_ (Seal)

[Space Below This Line For Acknowledgments]

State of New York

County of ALBANY

On the 11<sup>th</sup> day of April in the year 2014,

before me, the undersigned, Guy J Criscione Notary Public, personally appeared  
(please print name)

MARY E DUDLA, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument

  
Signature

ALBANY COUNTY NOTARY  
Office

My commission expires : MAY 31, 2015

Origination Company: HSBC Bank USA, N.A.  
NMLSR ID: 2726

GUY J. CRISCIONE  
NOTARY PUBLIC, STATE OF NEW YORK  
QUALIFIED IN ALBANY COUNTY #4742877  
COMMISSION EXPIRES MAY 31, 2015

HSBC Bank USA, N.A.

By: \_\_\_\_\_

Name: Andrea Kanopka

Title: Vice President and Assistant Secretary of the Residential Mortgage Loan Administrative Services Division of HSBC Bank USA, N.A.

(Seal) - Lender

5-19-14

Date of Lender's Signature

[Space Below This Line For Acknowledgments]

State of New Jersey, County of Burlington

On 5/19, 20 14, before me,

FLORENCE L. GEDLING  
(please print name)

a Notary Public in and for said State, personally appeared

Andrea Kanopka V.P. & Assistant Secretary of the Residential Mortgage Loan  
Administrative Services Division of HSBC Bank USA, N.A. of the  
Corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the  
individual whose name is subscribed to the within instrument and acknowledged to me that they executed  
the same in their capacity, and that by their signature on the instrument, the individual, or the person upon  
behalf of which the individual acted, executed the instrument.

Karen S. Gedling  
Notary Public

Notary Public of New Jersey  
My Commission expires: \_\_\_\_\_

**FLORENCE L. GEDLING**  
**NOTARY PUBLIC OF NEW JERSEY**  
My Commission Expires 8/25/2017

## EXHIBIT A

Loan: 2019634845

ALL "those certain tracts, pieces or parcels of land, situate, lying and being in the Town of Fort Ann, County of Washington, and State of New York, and described as follows in a certain deed therefore from John Sullivan to Timothy Sullivan, dated March 10, 1876, and recorded in the Washington County Clerk's Office in Liber 79 of Deeds at Page 475 on the 20th day of March, 1876:

### PARCEL NO. 1

"All that certain part of lot of number 54 in the Artillery Patent in the aforesaid town and bounded and described as follows: bounded on the north by lot number 55 of said Artillery Patent and the Northwest quarter of said lot number 54, on the East by lots number 57 and 58, on the South by lot number 53 and on the West by the Northwest quarter of said lot number 54 and lot number 43 containing One hundred eighty-seven and one-half (187.5) acres of land be the same more or less.

### PARCEL NO. 2

"All that certain part of lot number 53 of said Artillery Patent lying and being in the Southeast (possibly should read Northeast) corner of said lot number 53 and bounded and described as follows: bounded on the North by lot no. 54, on the East (possible should read West) by lands of Minerva Starks, George Starks and Myron Starks and lot no. 58, on the South by lands of said George and Myron Starks, and on the West by lands of Andrew J. Collins, containing fifty (50) acres of land be the same more or less; excepting and reserving herefrom the right herefore conveyed to George W. Basster to pass through the above described lands or to Williams Clarks and also excepting and reserving the claim of Aaron White in said lands by a certain contract in writing in relation to flint; also excepting and reserving from the first above described lot, Seven (7) acres of land lying in the Northeast corner of said lot number 54 heretofore deeded to Aaron White.